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it is a pleasure to a reviewer when he finds one which seems to justify such a recommendation as does the work under consideration. The usefulness of the original edition and the decisions made during the twelve years since it appeared, are a sufficient warrant for the issuing of the second edition, which will, undoubtedly, meet a demand from those who are already in active practice, and any student will find time well-spent which is devoted to the careful study of these volumes. The work presents a natural, logical and quite exhaustive treatment of the entire subject. There are, it is believed, as few inaccuracies of statement as are ever likely to be found in a book of this character. The author is not afraid to enter into a discussion of disputed questions, and to express an opinion as to the proper answer; and, although he has evidently striven for and succeeded in attaining the power of stating a point concisely, he has not thereby, as is so often the case, sacrificed clearness.

Since it is believed that all this may be justly said, it seems, perhaps, hypercritical to call attention to some minor defects, and yet a review would hardly be fair which passed them by without notice.

Simply as indicative of other defects of a like nature which might be pointed out, the following matters relating to New York law may be mentioned.

Under the author's § 84 declaring the general rule that a judgment entered by default is irregular or erroneous unless founded on a "good and sufficient declaration or complaint duly filed in the action," no mention is made of the practice authorized by the Code of Civil Procedure of entering judgment by default in certain specified cases of actions on contract, without any complaint, provided the notice specified in § 419 of the Code has been served with the summons. Under his § 232 with reference to strict construction of statutes authorizing constructive service of process, the author states without qualification that "defendants cannot be summoned by publication unless shown to be non-residents," which, of course, is not true, under the New York statutes. Sections of the repealed Code of Procedure are occasionally cited instead of the corresponding sections of the present Code of Civil Procedure, and citations are frequently made of decisions of the inferior Courts of the State, although decisions of the Court of Appeals of New York upon the same point, and upholding the doctrine stated in the text, might readily have been found.

It may also be suggested that if citations were grouped under an alphabetical arrangement of States, the usefulness of the work as a time-saver for the busy lawyer would be greatly increased, as under the arrangement which has been adopted, a lawyer seeking authorities binding in his own jurisdiction must often examine with very great care a half-page or more of citations, or run the risk of overlooking a decision of his own State that might prove to be extremely important; but as these criticisms indicate, the defects in the work are not of such a nature as to affect greatly its substantial accuracy or to interfere seriously with its usefulness.

A TREATISE ON THE LAW OF THE MEASURE OF DAMAGES FOR PERSONAL INJURIES. By George P. Voorhees: The Laning Co., Norwalk, O. 1903. pp. lxxxvi., 577.

Had the author confined his discussion to the topics of this volume, the number of pages would have been much reduced. A still further reduction could have been made by a less liberal use of scissors and a more liberal use of brains. On the seventh page he opens the statement of a case with all the verbosity of a dragnet pleading and mixes his tenses in a manner which indicates that he is copying even when he discards quotations; and he then fills three pages with extracts from the opinion which have nothing to do with the measure of damages. This is to be said, however, in favor of his profuse clippings: in literary merit they are far superior to the author's original contributions. On the eleventh page, he writes; "*There can be no proof in money,*[1] of the extent of the injury suffered from physical or mental pain." The language of the cited case is much better; "The law furnishes, and in the nature of things can furnish no standard by which to measure and compensate either internal suffering or physical pain in money."

A fair specimen of his peculiar style is found in section ten:

"Damages for personal injuries on the result of certain causes.—In actions for damages they will be found to occur through some of the following causes, one or more of which will be found in every case. These causes may be called the sources of damages. *First.* The motive of the person or party responsible for the injury. *Second.* Where the injury is the result of the direct act or the negligence of the party causing the same. *Third.* Where the acts of a third person set in motion the force which causes the injury, or where remote and concurrent conditions contribute to increase the injury done; because such acts or conditions are the proximate cause or result of the injury. *Fourth.* Where the injury is done by an employe or agent and for which the master or principal is held responsible."

That extract, we submit, is worthy of being put into rhyme as a postscript to the verses read by the White Rabbit during the famous trial of "Who Stole the Tarts," recounted in the Adventures of Alice in Wonderland. Perhaps it is not quite the equal of those lines in obscurity (of which Alice declared that she did not believe there was an atom of meaning in them); but it is a strong second.

Some of the author's definitions are quite novel. This for example: "Remote damages are those which are the proximate result of the injury, but which would not be expected to appear as the natural consequence thereof. They occur through a combination of conditions and circumstances, over which the party liable for the injury has no control." We had always supposed that remote damages are never the proximate result of defendant's act and never render him liable to an action. His classification of damages is also unique. "Damages in actions of tort," he tells us, "may be divided into three general classes," which he designates as compensatory, special and exemplary. After defining special damages, he naively remarks, "Special damages mean then compensatory damages." If this is true, then there are but two general classes, and special damage is but a species of compensatory damage. Again: "Exemplary damages," he declares, "include not only compensatory damages, but also additional damages by reason of the malice" &c. of the defendant—thus

[1] The italics are the author's.

making his third general class swallow the first and second classes, and leaving the reader in as great perplexity as that which disturbed Pharaoh before Joseph interpreted to him the dream about the swallowing of the fat cattle by the lean kine.

The text displays a carelessness, either in proof-reading or in the author's manuscript, which shakes one's confidence in its accuracy. "In the time of Lord Lamden", (p. 13, n. 1) should be, we surmise, "In the time of Lord Camden." "Personalty" is employed in § 6 for "personality." On page 370 appears this statement: "The locus or law of place determines the kind and right of action." Locus is a new synonym for "law of place." In § 221, the author professes to give the present statutory limitations of amount recoverable for death by wrongful act. The New York limit is asserted to be $5,000, and an edition of the Code of Civil Procedure for 1888 is cited for the statement. Had the author consulted a modern edition, he would have learned that this limitation was stricken from § 1904 in the year 1895.

A TREATISE ON THE LAW OF NEGOTIABLE INSTRUMENTS. By John W. Daniel. Fifth Edition. Two vols. New York: Baker, Voorhis & Company. 1903. pp. cliv, 935; x, 1004.

In his preface to this edition, the distinguished author calls attention to the fact that "more than a quarter of a century has elapsed since this work was originally published in 1876," and modestly rejoices in the knowledge that "it has upheld itself in the good opinion of the legal profession and of enlightened laymen." Certainly no book has supplanted it, either in popular favor or in merit. Its high rank has been due not so much to its recognized accuracy of statement and wealth of information, as to the intelligence and spirit of its author. Following Mansfield and Story, he looked upon the Law Merchant as a true body of legal principles, capable of embracing every form of negotiable instrument, and destined to become, as a branch of English Common Law, what it had been in its original state when administered by the Courts of Merchants, "one and the same among all nations."

To this conception, he assures us in the present edition, he still adheres. In the preface, and again in the closing paragraph of the text, he reiterates his declaration of faith, that the negotiable instrument is the harbinger of uniform law. "In no other branch of jurisprudence," is his final word, "have the laws of different nations and different States so closely assimilated to each other. It is the pioneer in producing a homogeneous code, which shall prevail throughout the realm of commerce, without regard to the limits of country, race or language."

Every form of negotiable instrument, known to the modern commercial world, receives attention in this work, and quasi-negotiable documents, such as certificates of stock, bills of lading, and warehouse receipts are treated with adequate care and fulness. It is not a little surprising, that the author should not have discovered and corrected the mistake, several times repeated, of ascribing to Lord Mansfield certain questionable decisions of Sir James Mansfield. In § 1333, the decision in Fentum *v.* Pocock[1] is spoken of as Lord Mansfield's—

[1](1813) 5 Taunt. 192; 1 Marsh, 14.